

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ANGEL PEREZ, AN INFANT UNDER 18 YEARS
OF AGE BY HIS MOTHER AND NATURAL
GUARDIAN, JEANETTE MUNOZ

07 Civ. 10319 (RJS)

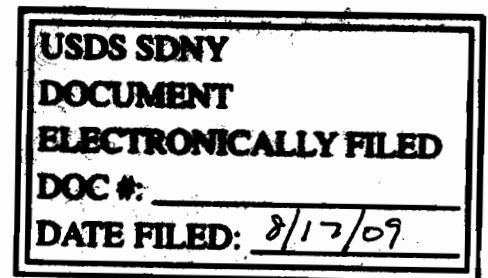
Plaintiff,

-against-

**INFANT'S
COMPROMISE
ORDER**

THE CITY OF NEW YORK, POLICE OFFICER
THOMAS SERINO and DETECTIVE MICHAEL
O'KEEFE,

Defendants
-----X



The plaintiff, Jeanette Munoz, having moved for an Order authorizing and empowering her to compromise this action.

Upon the reading and filing of the annexed affidavit of Jeanette Munoz, the mother and natural guardian of the infant, Angel Perez, sworn to on July 23, 2009, the affidavit of NICOLE BARNUM, ESQ., sworn to on July 22, 2009; and

It appearing that the infant, Angel Perez, was born on February 11, 1992, and it further appearing that the best interests of the infant will be served by the settlement and compromise, and due deliberation having been had herein, and upon all past papers and proceedings herein:

NOW, on motion of NICOLE BARNUM, attorney for the plaintiff, it is

ORDERED, that Jeanette Munoz, the mother and natural guardian of the infant, Angel Perez, be and is hereby permitted to enter into a compromise and settlement of the infant's claims for relief for the sum of TWENTY THOUSAND DOLLARS (\$20,000), to be paid by defendant City of New York; and it is further:

ORDERED, that out of said sum, attorney for plaintiffs, NICOLE BARNUM, ESQ., is to receive the sum of EIGHT THOUSAND DOLLARS (\$8,000) as and for her compensation herein; and it is further:

ORDERED, that the balance, to wit, the sum of TWELVE THOUSAND DOLLARS (\$12,000) be paid by the defendant City of New York to Jeanette Munoz, the mother and natural guardian of Angel Perez, jointly with an officer of the Sovereign Bank located at 108 Hudson Street, New York, New York. The sum shall be deposited in an interest bearing custodial account in the name of Angel Perez, with Jeanette Munoz as the custodian, to the credit of said infant, and to be held for the sole use and benefit of the infant in an account paying the highest rate of interest available, until the infant reaches the age of Eighteen and it is further:

ORDERED, that said depository is authorized and directed to maintain at least one hundred per cent (100%) of said fund in a form of deposit in said depository yielding the highest dividend, providing that said fund shall be in such a form that it will be all available to said infant when he attains the age of Eighteen years; and it is further


ORDERED that no withdrawals from the account shall be made except for the care and benefit of the infant as determined by the custodian of the account; and it is further

ORDERED, that when the infant shall have attained the age of Eighteen years, upon demand therefore, together with presentation of the proper proof of said age, said Bank is directed to pay over to said infant all monies then on deposit in said account, together with any interest accrued thereon; and it is further

ORDERED, that upon full compliance with all of the terms of this Order, the mother and natural guardian is authorized, empowered and permitted to execute and deliver a General Release and any other papers necessary to effectuate the settlement herein; and it is further

ORDERED, that the filing of a bond herein be dispensed with.

E N T E R,



SO ORDERED

Date:

8/17/09

RICHARD J. SULLIVAN
U.S.D.J.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
ANGEL PEREZ, AN INFANT UNDER 18 YEARS
OF AGE BY HIS MOTHER AND NATURAL
GUARDIAN, JEANETTE MUNOZ

07 Civ. 10319 (RJS)

Plaintiff,

-against-

**AFFIDAVIT IN
SUPPORT OF
INFANT'S
COMPROMISE
ORDER**

THE CITY OF NEW YORK,
POLICE OFFICER THOMAS SERINO,
AND DETECTIVE MICHAEL O'KEEFE

Defendants
-----X

JEANETTE MUNOZ, being duly sworn, deposes and says:

1 I am the mother and natural guardian of the infant, Angel Perez.

Angel is presently 17 years old having been born on February 11, 1992, and he resides with me at 1550 East New York Avenue, Apartment 6D, Brooklyn, NY 11212.

2 My son was injured on August 17, 2006, when he was assaulted by police officers and falsely arrested.

3 After the incident, I retained the services of NICOLE BARNUM, ESQ., to prosecute an action for civil rights violations. Under the terms of the Retainer, attorney's fees were to be one-third of the gross sum recovered. Also under the terms of the Retainer, I agreed to bear the expenses of prosecuting the lawsuit.

4. I understand that negotiations were held with the attorneys for the City of New York which resulted in an offer of the sum of TWENTY THOUSAND DOLLARS (\$20,000) in settlement of my son's claims.

5. I have decided and agreed that it is in Angel's best interests to accept defendant City of New York's settlement offer. I want my son to be able to put this incident behind him and not have to re-live it during prolonged litigation. Given that money cannot undo what happened, I believe the amount of money the City is paying is adequate. My son was not employed at the time of the incident and has not suffered any lost earnings. Although my son has no physical disabilities or impairments as a result of his treatment by the New York City police officers, the incident caused him emotional upset that adversely affected his behavior and emotional well being. He sought medical treatment on September 19, 2006 at Central Brooklyn Medical Group for complaint of an injury to his right hand. There were no expenses incurred for his medical treatment and I have not received reimbursement for medical expenses from any source.

6. My attorney and I have agreed that I will pay her as compensation the sum of EIGHT THOUSAND DOLLARS (\$8000) which includes costs as originally agreed to, or such other amount as this Court finds proper. I respectfully request that this amount be paid from the settlement herein.

7. I do not know of any outstanding liens herein.

8. By reason of all of the above, I ask that this Court allow me to accept the offer of settlement made herein and permit me to settle and compromise the infant's claims for relief as has been set forth above.

9. No previous application for the same or similar relief has been made to any Court or Judge, and there is no other action pending relative to the same incident.

WHEREFORE, it is respectfully requested that the annexed Order be granted.


Jeanette Munoz

Sworn to before me this
23d day of July, 2009

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
ANGEL PEREZ, AN INFANT UNDER 18 YEARS
OF AGE BY HIS MOTHER AND NATURAL
GUARDIAN, JEANETTE MUNOZ

Plaintiff

07 Civ. 10319 (RJS)

vs.

**AFFIRMATION IN
SUPPORT OF
INFANT'S
COMPROMISE
ORDER**

THE CITY OF NEW YORK
POLICE OFFICER THOMAS SERINO,
AND DETECTIVE MICHAEL O'KLEFF

Defendants
-----X

NICOLE BARNUM, ESQ. being duly sworn, deposes and says:

1. I am the attorney for the plaintiffs in the above-captioned action, and am fully familiar with the facts and circumstances set forth herein

2. The infant, Angel Perez, was injured on August 17, 2006 when he was assaulted and arrested by New York City police officers. Angel, who was fourteen years old at the time, was injured during a false arrest. No claim has been made for permanent physical injury resulting from the constitutional violations.

3. I was retained by Jeanette Munoz, the mother and natural guardian of Angel Perez, to represent the infant in his claims based on the August 17, 2006 incident

4. Angel Perez suffered from a pain to his arm and was detained for four nights, three of them in a juvenile detention facility. The infant was not at the time employed and has not suffered any lost earnings.

5. Negotiations were held with the attorney for defendant City of New York which resulted in a offer of \$20,000.00 for settlement of the infant's claims.

6. I believe that the offer of settlement is reasonable under the circumstances and that this action should be settled and compromised.

7. As to legal services rendered, my office has, among other things: held consultations with Angel's mother; prepared and filed a Complaint on the infant's behalf; conducted discovery and investigation of this matter; conducted and defended depositions; conducted settlement negotiations and prepared these infant compromise papers.

8. The retainer agreement entered into with the plaintiffs set my compensation at one third of the recovery and costs, or such other sum as this Court finds reasonable and proper under the circumstances.

9. One third of recovery amount is SIX THOUSAND SIX HUNDRED AND SIXTY-SIX DOLLARS (\$6666.00). Costs incurred in handling of this case, from service of process, medical records requests, deposition of parties and non-party witnesses, total TWO THOUSAND SIX HUNDRED AND TWENTY-FOUR DOLLARS and FIFTY CENTS (\$2624.50). The total of one third of recovery amount plus costs incurred equals NINE THOUSAND TWO HUNDRED AND NINETY

DOLLARS and FIFTY CENTS (\$9,290.50), of which I have agreed with Jeanette Munoz to receive EIGHT THOUSAND DOLLARS (\$8000). Documentation of costs is attached.

10. There are no outstanding liens herein

11. I have not become interested or concerned in this application or its subject matter, directly or indirectly, at the instance or request of the defendants or their representatives, nor am I to receive any compensation, directly or indirectly, from the defendants. All negotiations herein were had solely for the benefit of the infant.

12. No previous application for the same or similar relief has been made to any Court or Judge, and there is no other action pending on behalf of ANGEL PEREZ relative to the same incident.

WHEREFORE, it is respectfully requested that the annexed Order be approved and endorsed.



NICOLE BARNUM, ESQ.
ATTORNEY FOR PLAINTIFFS

CENTRAL BROOKLYN MEDICAL GROUP, P.C.

FLATBUSH CENTER

1000 Church Avenue
Brooklyn, N.Y. 11218
(718) 628-4000

DR. ESPINOZA/RAGON

PEREZ, ANGEL
HIP#: JWM28453E-01
D.O.B. 2/11/92
Flatbush Medical Group
9/19/06

RIGHT HAND:

There is no evidence of fracture or dislocation.

IMPRESSION: NORMAL STUDY.

FACIAL BONES:

The sinuses are well aerated. There is no evidence of fracture.

IMPRESSION: NO SIGNIFICANT ABNORMALITIES.

Thank you for the courtesy of this referral.

Sincerely yours,

JC:sb

Jeffrey Cohen, M.D.

SEP 27 2006

DR. RAGON

Date 9-28-06